

**PLAINTIFF'S PROPOSED INSTRUCTION NO. 6 – SUBJECTIVE INTENT TO DEFEAT A CONTRACT**

A party cannot rely upon its subjective intent to defeat the existence of a contract if its words and actions objectively and reasonably led the other to believe a contract had been entered into.

Zeman v. Lufthansa German Airlines, 699 P.2d 1274, 12981 (Alaksa 1985)  
Restatement (Second) of Contracts Section 19, comment a  
Corbin on Contracts, Section 9 at 107